TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GMAC Commercial Credit LLC		104/05/2002	LIMITED LIABILITY COMPANY: NEW YORK
Banc of America Commercial Corporation	FORMERLY Nationsbanc Commercial Corporation	04/05/2002	CORPORATION: GEORGIA
Bank of America	FORMERLY Nationsbank, N.A.	04/05/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jones Investment Co. Inc.
Street Address:	1007 Orange Street
Internal Address:	Suite 225
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1155671	
Registration Number:	1210561	GLORIA VANDERBILT
Registration Number:	1171375	GV
Registration Number:	1331536	VANDERBILT GLORIA VANDERBILT
Registration Number:	1289670	GLORIA VANDERBILT
Registration Number:	1371374	
Registration Number:	1350752	
Registration Number:	1586875	
Registration Number:	1594237	GLORIA VANDERBILT
Registration Number:	1606340	
		TRADEMARK

REEL: 004004 FRAME: 0145

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Registration Number:	1649898	
Registration Number:	1699162	GLORIA VANDERBILT
Registration Number:	1929150	GLORIA VANDERBILT
Registration Number:	1891168	GLORIA VANDERBILT

CORRESPONDENCE DATA

Fax Number: (212)921-5370

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212 642-3867

Email: kb@jny.com

Correspondent Name: Katherine Blaukopf

Address Line 1: 1411 Broadway

Address Line 4: New York, NEW YORK 10018

39th Floor

NAME OF SUBMITTER:	Laurie J. Gentile
Signature:	/laurie j. gentile/
Date:	06/12/2009

Total Attachments: 36

Address Line 2:

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RELEASE OF SECURITY INTEREST - TRADEMARKS

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WHEREAS, NATIONSBANC COMMERCIAL CORPORATION (herein called "NationsBanc") on August 8, 1997 entered into (1) a Factoring Agreement with GLORIA VANDERBILT APPAREL CORP. (herein called "GVAC") and (2) an agreement entitled "Assignment of Contracts as Collateral Security" (herein called "Security Agreement") with G.V. TRADEMARK INVESTMENTS LTD. (herein called "GV") executed in favor of NationsBanc to in part secure the obligations of GVAC to NationsBanc; and

WHEREAS, NATIONSBANK, N.A. (herein called "NationsBank") on August 8, 1997 also entered into the Security Agreement with GV;

WHEREAS, GLORIA VANDERBILT TRADEMARK B.V. (herein called " **GVBV**") on August 8, 1997 consented to the Security Agreement;

WHEREAS, pursuant to said Security Agreement, GV collaterally assigned to NationsBanc and NationsBank certain security interests GV held from GVBV, which GVBV had granted to GV, which security interests, *inter alia*, consisted of liens on United States Trademarks, Trademark Registrations and Applications listed on Appendix A annexed hereto (the "Trademarks"), which are owned by GVBV; and

WHEREAS, said Security Agreement was recorded with the United States Patent and Trademark Office at Reel 1637, Frames 0756-0779;

WHEREAS, NationsBanc changed its name to Banc of America Commercial Corporation (herein called "BACC");

WHEREAS, NationsBank changed its name to Bank of America (herein called "BA");

WHEREAS, BACC and BA sold the underlying obligations, which the guarantee of GV and the related Security Agreement secured, and the interests of BACC and BA in and to the guaranty, Security Agreement and the collateral thereunder, to GMAC Commercial Credit LLC (herein called "GMAC"); and

WHEREAS, the indebtedness to GMAC secured, in part, by the Trademarks pursuant to the Security Agreement has been satisfied;

WHEREAS, GMAC now desires to release the Security Agreement and its security interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GMAC hereby releases GV, GVAC and GVBV from the Security Agreement and releases and discharges all interests and claims that GMAC may have in the "Agreements" (as defined in the Security Agreement) given as collateral security thereunder, including, without limitation, any and all interests GMAC may have in each of the Trademarks. GMAC hereby declares that the Security Agreement is fully terminated and discharged and shall be of no further force and effect, and that neither GMAC, GV, GVAC nor GVBV shall have any further obligations thereunder.

IN WITNESS WHEREOF, this Release shall be binding and effective upon execution by GMAC on 5th day of April, in the year 2002.

GMAC COMMERCIAL CREDIT LLC

By:

Name: Frank Imperato

Title: Senior Vice President

	NATIONSBANC CORPORATION	COMMERCIAL
Ву:	Name: Frank Imperials: Senior Vic	Deflerate for formation of the president
	NATIONSBANK, N.A.	
Ву:	Programme: Frank Impo	President
Subscribed and sworn to before me GMAC Commercial Credit LLC this 5	e by <u>Insula</u> All day of <u>April</u>	Plate on behalf of 2002.
NOTARY PUBLIC	EUGENIA H HUNT NOTARY PUBLIC, State of New York No. 41-4880579 Qualified in Queens County	9
Subscribed and sworn to before me NationsBanc Commercial Corporation	mmission Expires December 15	on behalf of , 2002.
Luginia H. Hund NOTARY PUBLIC	EUGENIA H. HUNT NOTARY PUBLIC, State of New York No 41-4880579 Qualified in Queens County Cammission Expires December 15,	72
Subscribed and sworn to before me by NationsBank, N.A. this day of	Frank Imper prul, 2002.	on behalf of
NOTARY PUBLIC		
,	EUGENIA H. HUNT IOTARY PUBLIC, State of New York No. 41-4880579 Qualified in Queens County mission Expires December 15,	2

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TRADEMARK	SERIAL NO.	FILING DATE	CLASS	DESCRIPTION OF ACOUS	
ROYAL BLUES	74/125,916	12/17/90	74	STOOM OF TOOMS	STATUS OF TRADEMARK
G.V. AMERICA	74/158,023	04/17/91	10.00	CEGIHING, ETC.	ABANDONED
		A	(4,18,23	JEWELRY, LEATHER GOODS, CLOTHING	ABANDONED
or voncement	619,010,21	04/08/94	14,18	WATCHES AND CURCUIS AND TIME PIECES NAMELY	Opposition No. 97.651
-				(CLASS IA) KNAPSACKS AND BAGS - NAMELY, HANDBAGS, PURSES, CARRYALI S DIFFEE DAGE TO THE STATE OF THE STATE O	Opponent: Valentino Conture
V BY GLORIA	74/515,962	04/21/94	14 19 7¢	CLASS 18)	
			14,18,25	WOMEN'S WRISTWATCHES AND TIME PIECES, NAMELY WATCHES AND CHRONOMETERS TO BE WORN ON THE BODY (CLASS 14)	Opposition No. 97,504
			:		Opponent: Valuntino Conture
				WARMERS, BODYSUITS AND SOCKS, WOMEN'S, JUNIOR'S AND GIRLS' CLOTHING - NAMELY KNIT HATS, KNIT SCARVES AND KNIT GLOVES; WOVEN AND KNIT JACKETS, COATS, PANTS	
				VESTS, SHORTS, TANK TOPS, JEANS, DRESSES, BELTS, ROBES,	
				JUNIOR'S AND GIRLS' FOOTWEAR OF ASSISTERES; WOMEN'S,	

TRADEMARK RELT: 1637 FRAME: 0758

G.V. TRADEMARK INVESTMENTS LTD. SCHEDULE OF UNITED STATES TRADEMARKS

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	BODY	TREAT YOUR		V BY GLORIA		TAX EL MAX
		74/550,182		74/572,390	DESCRIPTION.	
	077	07/19/04		09/12/94	FILING DATE	
	<u>.</u>	,		14,18,25	CLASS	
	BODY MOISTURE LOTION		AND CHRONOMETERS TO BE WORN ON THE BODY (CLASS 14) KNAPSACKS AND BAGS, NAMELY: HANDBAGS, PURSES, CARRYALLS, DUFFEL BAGS AND COSMETIC CASES (CLASS 14) CARRYALLS, DUFFEL BAGS AND COSMETIC CASES (CLASS 18) WOMEN'S, IUNIOR'S AND GIRLS' HOSIERY, NAMELY PANTHOSE, WOMEN'S, IUNIOR'S AND GIRLS' KNEE HIGHS, SUPPORT HOSE, TIGHTS, LEG WARMERS, BODYSUITS AND SOCKS, WOMEN'S, JUNIOR'S AND GIRLS' CLOTHING, NAMELY KNIT HATS, KNIT SCARVES AND KNIT GLOVES, WOVEN AND KNIT JACKETS, COLOTTES, VEST'S, SWEATERS, BLOUSES, SHIRTS, T-SHIRTS, CULOTTES, VEST'S, BEACH COVERALLS, SWIMSUITS, WARM-UP SUITS, FOUNDATION UNDERWEAR AND BRASSIERES; WOMEN'S, JUNIOR'S AND GIRLS' FOOTWEAR (CLASS 76)	WOMEN'S WRISTWATCHES AND TO COME	DESCRIPTION OF GOODS	
からないとしいない	ABANDANED		Opposition No. 99,554 Opponent: Valentino Couture	THE STATE OF THE S	STATIIS OF TO LINEW AND	

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TRADEMARK REFL: 1637 FRAME: 0759

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Saturday.	SERIAL NO.	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
VANDERBILT NEW YORK		כאונינט	14,18,25	WATCHES AND JEWELRY (CLASS 14) UMBRELLAS, WALLETS, TRAWEL BAGS, TOTE BAGS, KNAPSACKS	Opposition No. 101,806
				SS,	Opponent: Donna Karan
		٠		WOMEN'S AND CHILDREN'S PANTS, JEANS, JUMPSUITS, SIJORTS, SHIRTS, SWEATERS, VESTS, JACKETS, T-SHIRTS, OVERALLS, SWIMSUITS, SOCKS AND UNDERWEAR; WOMEN'S AND GIRLS' BLOUSES, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKNOSE, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS,	
				PANTIES, INTES, CONDERWEAR BRIEFS AND TOPS, BRAS AND PANTIES, ITATS, SCARVES, GLOVES AND FOOTWEAR, NAMELY, SNOW BOOTS, RAIN BOOTS, DRESS BOOTS, PUMPS, SHOES, SNEAKERS, SANDALS AND SWIM SHOE (CLASS 25)	
C \ 22	74/663,060	04:07/95	14,18,25	CKS	Opposition No. 101,806
-		A			Opponent: Donna Karan
				WOMEN'S AND CHILDREN'S PANTS, JEANS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, VESTS, JACKETS, T-SHIRTS, OVERALLS,	
*****				BLOUSES, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS,	
				PANTIES, HATS, SCARVES, GLOVES AND TOPS, BRAS AND	
				SNOW BOOTS, RAIN BOOTS, DRESS BOOTS, PUMPS, SHOES, SNEAKERS, SANDALS AND SWIM SHOES (CLASS 25)	

TRADEMARK REFT: 1637 FRAME: 0760

> **TRADEMARK** REEL: 004004 FRAME: 0153

Kerised: Mauday, August t, 1997 abg/ajt

Savised: Monday, Angus 4, 199

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re.ebs		VANDERBILT	GLO GLORIA			VANDERBILT	GV - GLORIA	TRADEMARK
			75/046.682				74/713,723	SERIAL NO.
		0174770	0100/04				08/10/95	FILING DATE
		14,18.25					1076	CLASS
CLASS 25)	WOMEN'S: JUNIOR'S AND GIRLS' HOSIERY, NAMELY PANTHOSE. KNEE HIGHS, SUPPORT HOSE, TIGHTS, LEG WARMERS, BODY. SUITS AND SOCKS, WOMEN'S JUNIOR'S AND GIRLS' CLOTHING, NAMELY KNIT HATS, KNIT SCARVES AND KNIT GLOVES; WOVEN AND SILK SCARVES, NON-KNIT HATS, SCARVES AND GLOVES, HIRTS, JACKETS, COATS, PANTS, SKIRTS, SWEATERS, BLOUSES, SHIRTS, T-SHIRTS, CULOTTES, VESTS, SHORTS, TANK TOPS, JEANS, DRESSES, BELTS, ROBES, SUITS, BEACH COVERALLS, SWIMSUITS, WARM-UP SUITS, FOUNDATION UNDERWEAR AND BRASSIERES.		FOOTWEAR (CLASS 25)	HOSE, TIGHTS, LEG WARMERY HOSE, TIGHTS, LEG WARMER S. WOMEN'S, JUNIOR'S AND G NIT HATS, KNIT SCARVES AND KNIT JACKETS, COATS, PANTS HIRTS, T-SHIRTS, CULOTTES, SHIRTS, T-SHIRTS, CULOTTES, EANS, DRESSES, BELTS, ROBE EANS, DRESSES, BELTS, ROBE MIMSUITS, WARM-UP SUITS, FG MISSIERES, WOMEN'S, ITHIODS TO	WOMEN'S ITNION'S AND CITE ST.	CARRYALLS, DUFFEL BAGS AND COSMETICS CASES SOLD	SOODS TO SEE THE SEE COURS	DESCRIPTION OF DOOD
		PUBLISHED - 06/10:97			CHECK STATUS 09/22/01	PUBLISHED 04/22/97	STATUS OF TRADEMARK	

G.V. TRADEMARK INVESTMENTS LTD. SCHEDULE OF UNITED STATES TRADEMARKS

Page 4.

TRADEMARI REFT:: 1637 FRAME: 0761

Rerited: Monday, August 4, 1947 abgrafi

			RETRO BRAND	THE AUTHENTIC	TRADEMARK
				75/570 874	SERIAL NO.
			ועוצוינט	ייטיט וי בע	FILING DATE
					CLASS
		THE THE LES, TATES, SCARVES, OLOVES AND FOOTWEAR	WOMEN'S AND CHILDREN'S PANTS, JEANS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, VESTS, JACKETS, T-SHIRTS, OVERALLS, SWIMSUITS, SOCKS AND UNDERWEAR, WOMEN'S AND GIRL'S BLOUSES, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS, UNDERWEAR, NAMELY BRIEFS AND TOPS, BRAS AND BARTES. LATE SCREEN AMELY BRIEFS AND TOPS, BRAS		DESCRIPTION OF GOODS
			PENDING	STATES OF TRADEMARK	CTATIC OF THE OPEN

G.V. TRADEMARK INVESTMENTS LTD. SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK REFE: 1637 FRAME: 0762

UNITED STATES TRADEMARKS	DEMARK INVESTMENTS LTD.

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TRADEMARK	REGISTRATION #	FILING DATE	CLASS		
SWAN DESIGN	1,155,671	05/26/8]	74 /	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
G.V. DESIGN	171 172			JEANS, PANTS, SHORTS, SKIRTS AND SWEATERS	RENEWAL
	3,171,373	09/29/81	25	WOMEN'S CLOTHING, NAMELY SLACKS AND JACKETS	05/26/01
GLORIA VANDERBII T	1,196,851	06/01/82	25	WOMEN'S APPLIES.	RENEWAL 09/29/01
SIGNATURE.			!	TEANS, PANTS, SHORTS, SKIRTS AND SWEATERS	RENEWAL.
GLORIA VANDERBILT	1,210,561	09/28/82	25	WHAPING I PROPERTY	06/01/02
G.V.SIGNATURE	1 283 424			SKIRTS, TROUSERS, AND SHORTS. BLOUSES, KNIT TOPS,	RENEWAL
DESIGN	-	00/20/84	ĸ	FOOTWEAR	27.000
GLORIA VANDERBII T	1,289,670	08/14/84	3	DEDELLY	CANCELLED SECTION 8
SIGNATURE				SPRAYS, BODY LOTIONS AND BODY POWDERS.	RENEWAL
G.V. (INTERLOCK)	1,306,124	11/20/84	t	SHIRTS PANTS TROUBERS CONTRACTOR	14.01
VANDEBUR T				SWEATERS, JACKETS, BLAZERS, HATS, SWEATSHIRTS, SWEAT SHORTS, DRESSES,	RENEWAL 11/20/04
GLORIA	1,31,336	04/23/85		PERFUMES PERFUME STRANG	
VANDERBILT and SWAN DESIGN			····	SPRAYS, BODY LOTIONS AND BODY POWDERS.	RENEWAL 04/23/05

TRADEMARK RECT: 1637 FRAME: 0763

CANCELLED SECTION 8

SCHEDULE OF UNITED STATES TRADEMARK	G.V. TRADEMARK I
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TRADEMARK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF GOODS	
VANDERBILT	1,333,913	05/07/85	ر	PERFUMES PERFUME SPRANCE TOURT WITH THE PERFUMENCE OF STREET WAS TOURT WITH THE PERFUMENCE OF STREET WAS TOURT OF STREET WAS T	STATUS OF TRADEMARK
SWAN DESIGN	1350 752	07/07/07		SPRAYS. BODY LOTIONS AND BODY POWDERS.	RENEWAL 05/07/05
FLOATING	1,300,132	07/23/85	25	WOMEN'S UNDERWEAR, NAMELY BRIEFS, T-SHIRTS, TANK TOPS, STRING BIKINIS.	RENEWAL.
SWAN DESIGN FLOATING	1,371,374	11/19/85	25	SHIRTS, PANTS, TROUSERS, SKIRTS, SHORTS, HIMPSHITS WESTS	0772370S
FLOATING				SWEATERS, JACKETS, BLAZERS, HATS, SWEATSHIRTS, SWEAT SHORTS AND DRESSES.	RENEWAL 11/19/05
SWAN DESIGN FLOATING	1,473,274	88/61/10	25	HOSIERY	CANCELLED SECTION 8
GLORIOUS GLORIA	1.480,358	03/15/88		DDD 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
VANDERBILT & DESIGN				LOTION	CANCELLED SECTION 8
GLORIA	1,485,338	04/19/88			
VANDERBILT SIGNATURE				HOSJERY	RENEWAI. 04/19/08
GV FRIENDS	1,564,367	11/07/89	14,18.25	WATCHES AND JEWELRY (CLASS 14)	CANCELLED SECTION 8
GLORIA	1 467 043		\perp	MEN'S, WOMEN'S AND CHILDREN'S CLOTHING (CLASS 25)	
VANDERBILT FRIENDS	1000,040	11/21/89	14,18,25		CANCELLED SECTION 8
BEACH BLUES	1,579,146	1,23,70U		"ILLY S, WOMEN'S AND CHILDREN'S CLOTHING (CLASS 25)	
			23	WOMEN'S AND GIRLS' CLOTHING	CANCELLED SECTION 8

TRADEMARK REFE: 1637 FRAME: 0764

(FAT)

URBAN BLUES

1,595,490

53

WOMEN'S AND GIRLS' PANTS, TROUSERS, JEANS, SLACKS, JUMPSUJTS, SHORTS, SHIRTS, SWEATERS, SWEATSHIRTS, SWEAT, SHORTS, VESTS, JACKETS, BLAZERS, T-SHIRTS, OVERALL, SWIMSUJTS, BLOUSES, KNIT TOPS, SKIRTS, DRESSES, HOSIERY, PANTYROSE, TIGHTS, STOCKINGS, UNDERWEAR BRIEFS AND TOPS, STRING BIKINIS, TANK TOPS, FUR HATS, FUR COATS, FUR JACKETS, FUR STOLES, FUR SCARVES, BRAS AND PANTIES, HATS,

SWAN DESIGN

1,595,385

05/08/90

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UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND BRIEFCASES.

CANCELLED SECTION 8

CANCELLED SECTION &

RENEWAL DUE 05/01/00

UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND

GI.ORIA VANDERBILT

1,594,237

05/01/90

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VANDERBILT COLLECTION BY GLORIA VANDERBILT

1,594,236

05/10/20

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BRIEFCASES.

UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND

CANCELLED SECTION 8

SWIMSUITS, BLOUSES, KNIT TOPS, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS, UNDERWEAR BRIEFS AND TOPS, STRING BIKINIS. TANK TOPS, FUR HATS, FUR COATS, FUR JACKETS, FUR STOLES, FUR SCARVES, BRAS AND PANTIES, HATS, SOCKS, SCARVES, GLOVES AND FOOTWEAR.

WOMEN'S AND GIRLS' PANTS. TROUSERS, JEANS, SLACKS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, SWEATSHIRTS, SWEAT SHORTS, VESTS, JACKETS, BLAZERS, T-SHIRTS, OVERALL,

CANCELLED SECTION 8 STATUS OF TRADEMARK

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DESCRIPTION OF GOODS

SIGNATURE

G.V. TRADEMARK INVESTMENTS LTD, SCHEDULE OF UNITED STATES TRADEMARKS

SWAN DESIGN TRADEMARK

1,586,875

03/13/90

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REGISTRATION #

FILING DATE

CLASS

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TRADEMARK REFE: 1637 FRAME: 0765

ACCEPTED -- 10/29/96

G.V. TRADEMARK INVESTMENTS LTD. SCHEDULE OF UNITED STATES TRADEMARKS

KADEMAKK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF GOODS	
VANDERBILT	1,596,441	06/16/00	10		STATUS OF TRADEMARK
SWAN DESIGN		. 43.13.70	`~	UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND BRIEFCASES	CANCELLED SECTION: 8
SWAN DESIGN (FAT)	1,596,442	05/15/90	128	UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND RDIFFELAGE.	CANCELLED SECTION 8
SWAN DESIGN	1,606,340	07/17/90	14	WATCHES	
ROYAL COLORS	1,615,798	10/07/90	16	TO CORE	RENEWAL 07/17/00
		7000	t d	WOMEN'S AND GIRLS' PANTS, TROUSERS, JEANS, SLACKS, JUMPSUITS, SHORTS. SHIRTS, SWEATTSI, SWEATSIJIKTS. SWEAT SHORTS, VESTS, JACKETS, BLAZERS, T-SIJIRTS, OVERALL. SWIMSUITS, BIJOUSES, KNIT TOPS, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS, UNDER WEAR BRIEFS AND TOPS, STRING BIKINIS, TANK TOPS, FUR HATS, FUR COATS, FUR JACKETS, FUR STOLES, FUR SACR'ES, BRAS AND PANTIES, HATS, SOCKS, SCARVES, GLOVES AND FRITTHEAD	CANCELLED SECTION 8
VANDERBILT SPORT CLUB	1,630,866	16/80/10	8	E BAGS, KNAPSACKS, GYM BAGS AND	CANCELLED SECTION 8
AMERICAN ROYAL	1,641,336	04/16/91	25	WOMEN'S AND GIRLS' CLOTHING.	CANCELLED SECTION 8
SWAN DESIGN	1,649,898	07/09/91	3	CERTIMES DESCRIPTION OF THE PROPERTY OF THE PR	
				SPRAYS, BODY LOTIONS AND BODY POWDERS.	8 & 15 DUE - 07/09/97 SECTION & FILED AND

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TRADEMARK REIT: 1637 FRAME: 0766

G.V. TRADEMARK INVESTMENTS LTD. SCHEDULE OF UNITED STATES TRADEMARKS

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	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF COOPE	
COLLECTION	1.662.464	10/29/91	81	IMPERIAN WATER	STATUS OF TRADEMARK
COLLECTION			`	IMBIRILAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL, BAGS, SCIIOOL BAGS, HANDBAGS, GYM BAGS, AND BRIEFCASES.	8&15 DUE 10/29:97
BODY CONSCIOUS	1,669.547	12/24/91	25	PANTS, SHORTS, SHIRTS, SWEATERS, SWEAT SHORTS, JACKETS, T-SHIRTS, SWIMSUITS, HOSIERY, PANTY HOSE, TIGHTS,	&&15 DUE
G.V. (IN DIAMOND)	1,675,195	02/11/92	25	PANTS TRANS POLICES & TOPS, AND TANK TOPS.	
				SWEATERS, SWEATSHIRTS, TIMPSUITS, SHORTS, SHIRTS, SWEATSHIRTS, SWEAT SHORTS, VESTS, IACKETS, SPORTCOATS, BLAZFRS, COATS, HATS, SCARVES, GLOVES, T. SHIRTS, OVERALLS, SWIMSUITS, SOCKS, AND UNDERWEAR, ROBES, TROUSERS, SLACKS, BLOUSES, KNIT TOPS, SKIRTS, BRESSES, HOSIERY, PANTY HOSE, TIGHTS, LEOTARDS, SLEEPWIAR, BRIEFS AND TOPS, STRUNG BIKINIS, TANK TOPS	8&15 DUE 02/11/98
SWAN DESIGN	1,679,407	03/17/92	18		
GIORIA				COSMETICS BAUS SOLD EMPTY	8&15 DUE
VANDER BIT T	1,682,956	04/14/92	8	COSMETIC BACK SOLD INC.	03/17/98
SPORT				COSMETTIC BAGS SOLD EMPTY.	8&15 DUE
ERBILT	1,687,876	05/19/92	8		7,11,10
ar OK I				OWNERSTAN, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS, AND BRIEFCASIS.	8&15 DUE 05/19/98

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IKADEMARK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF COOR	
GLORIA	1,699,162	26/20/20	25	DANTO TELLO	STATUS OF TRADEMARK
VANDERBILT SIGNATURE				FANIS, JEANS. ROMPERS, JUMPSHITS, SHORTS, SHIRTS, SWEATERS, SWEATSHIRTS, SWEAT SHORTS, VESTS, JACKETS, SPORTCOATS, BLAZERS, COATS, HATS, SCARVES, GLOVES, T. SHIRTS, OVERALLS, SWIMSUITS, SOCK AND UNDERWEAR, ROBES, TROUSERS, SLACKS, BLOUSES, KNIT TOPS, TOPS, SKIRTS, DRESSES, HOSIERY, PANITY HOSE, TIGHTS, STOCKINGS, LECTARDS, SLEEPWEAR AND TOPS, STRING BIKINIS, TANK TOPS, BRACKS, SLEEPWEAR AND TOPS, STRING BIKINIS, TANK TOPS, BRACKS, SLEEPWEAR AND TOPS, STRING BIKINIS, TANK TOPS, BRACKS, SLEEPWEAR AND TOPS.	8.&15 DUE 07/07/98
THEADIN T				BRAS, PANTIES & FOOTWEAR,	
COLLECTION		2.22	õ	COSMETIC BAGS SOLD EMPTY.	\$&15 DUE
G.V. (INTERLOCK)	1,764,384	04/13/93	14 % 18	WATCHER	12/15/98
			£	WAICHES AND JEWEILRY (IN CLASS 14). UMBREILAS. WALLETS, TRAVIEL BAGS, COSMETIC BAGS SOLD EMPTY, KNAPSACKS, BAGS USED FOR CARRYING CAMPING GEAR, SCHOOL BAGS, HANDBAGS, AND GYM BAGS ALL MADE OF NYLON, COTTON, LEATHER, DENIM OR CANVAS (IN CLASS).	8&15 DUE 04/13/99
G.V. (INTERLOCK	1,808,439	11/30/93		16).	
GLORIA GLORIA	1001160			WAICHES AND JEWELRY.	8&15 DUE
VANDERBILT		04:2000	25	FOOTWEAR, NAMELY BOOTS, SHOES, FUMPS, SNEAKERS, CLOGS, SLIPPERS, SANDELS AND THOMOS	8&15 DUE 04/25/01

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THE OF UNITED STATES TRADEMARKS	G.V. TRADEMARK IN
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	V BY VANDERBILT		HOYAL BLUES	SWAN DESIGN	VANDERBILT &	CI Calv	NA WASH
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8 & 15 DUE - 06/11/02		8&15 DUE 12/12/01		8&15 DUE 10/24/01	STORES OF TROUBMARK	STATUS OF TRANSPORT	

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		OV STUDIO	TRADEMARK
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	WOMEN'S, JUNIOR'S & GIRLS' HOSTERY, NAMELY, PANTYHOSE, KNEE HIGHS, SUPPORT HOSE, TIGHTS, LEG WARMERS, BODYSUITS AND SOCKS, WOMEN'S, JUNIOR'S AND GIRLS' CLOTHING, NAMELY, KNIT HATS, KNIT SCARVES AND KNIT GLOVES; WOVEN AND SILK SCARVES; NONKNIT HATS, SCARVES AND GLOVES; JACKETS, COATS, PANTS, SKIRTS, SWEATERS, BLOUSES, SHIRTS, T-SHIRTS, CULOTTES, VESTS, SHORTS, TANK TOPS, JEANS, DRESSES, BELTS, ROBES, SUITS, BEACH COVERALLS, SWIMSUITS, WARM-UP SUITS, FOUNDATION UNDERWEAR AND BRASSIERES, WOMEN'S, JUNIORS AND GIRLS' FOOTWEAR.	DESCRIPTION OF GOODS	
	ii ii	STATUS OF TRADEMARK	

G.V. TRADEMARK DVVESTMENTS LTD. SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK REEL: 1637 FRAME: 0779

ASSIGNMENT OF CONTRACTS AS COLLATERAL SECURITY

- 1. FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "Assignor") hereby grants a security interest in and assigns and transfers to NationsBanc Commercial Corporation and NationsBank, N.A., having an address at P.O. Box 4095, Atlanta, Georgia, 30302 (hereinafter referred to as the "Assignee"), all right, title and interest of the Assignor in and to, all benefits of the Assignor under, and all monies due or to become due to the Assignor under or in connection with, the contract more particularly described as follows:
 - Promissory Note dated August 8, 1997, in the principal amount of \$49,000,000 from Gloria Vanderbilt Trademark, B.V. ("GV Netherlands") to the Assignor.
 - Security Agreement-Trademarks dated August 8, 1997 from GV Netherlands to the Assignor.
 - Pledge of Intangibles dated August 8, 1997 from GV Netherlands to the Assignor.
 - 4. All other agreements now or hereafter in effect from GV Netherlands to the Assignor given as collateral security for item 1 above.

and under any and all additions, amendments, supplements or other modifications thereof, now or hereafter in effect (the foregoing is hereinafter called the "Agreements") as collateral security for any and all present and future obligations and liabilities of the Assignor to the Assignee, or either of them, of any kind, including, without limitation, all interest thereon, whether accruing prior or subsequent to the commencement of a bankruptcy or similar proceeding involving the Assignor as a debtor, and including, without limitation, all present and future obligations of the Assignor pursuant to that certain guaranty dated December 15, 1994 (the "Obligations").

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- 2. The Assignor further agrees, represents and warrants that:
- (a) The Agreements are valid and enforceable in accordance with their respective terms, have not been modified, amended, altered or changed in any manner except as set forth above and are in full force and effect, there being no default thereunder by any party thereto.
- (b) Assignor has the right, power and authority to assign its right, title and interest in and to the Agreements to the Assignee. Assignor's right, title and interest in the Agreements is owned by Assignor free and clear of all claims, mortgages, pledges, liens, encumbrances and security interests of every nature whatsoever, except in favor of Assignee, except that they are subject to the terms of that certain Intercreditor and Subordination Agreement dated as of August 8, 1997 between the Assignor and Marine Midland Bank (the "Subordination Agreement") and the security interests of said bank referred to therein. Assignor will not sell, transfer, assign, pledge or grant a security interest in the Agreements to any person other than Assignee. Any such sale, transfer, assignment, mortgage, pledge or encumbrance without Assignee's consent shall be void and of no force and effect.
- (c) Assignor will keep and perform the obligations to be kept and performed by it under the Agreements.
- (d) Assignor will not, without the prior written consent of Assignee (which will not be unreasonably withheld), modify, amend, alter, change, cancel or terminate the Agreements and will do all things necessary and proper to keep the Agreements in full force and effect; nor will Assignor modify, amend, alter or change the Subordination Agreement.
- (e) Assignor specifically acknowledges and agrees that Assignee does not assume, and shall have no responsibility for, the payment of any sums due or to become due under the Agreements or the performance of any obligations to be performed under or with respect to the Agreements by the Assignor, and the Assignor hereby agrees to indemnify and hold the Assignee harmless with respect to any and all claims by any person relating thereto. Assignee, in its discretion, may file or record this Assignment or other notices or evidence thereof.

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(f) If there shall be a default under the Agreements on the part of the Assignor, for any reason, the Assignee may, at its option, without assuming any of the obligations of the Assignor under the Agreements and without waiving or releasing the Assignor from any of the terms hereof or any of the Obligations, cure the default, and the cost of curing the same (and all necessary and incidental costs and expenses of the Assignee in connection therewith, including, but not limited to, reasonable counsel fees), with interest at the highest rate payable on the Obligations from the time of the advance or advances therefor, shall be deemed an advance to Assignor and part of the Obligations, and shall be due and payable by the Assignor to the Assignee upon demand.

(g) If a default or event of default shall occur with respect to any of the Obligations, in addition to all other rights and remedies of Assignee pursuant to any agreements of Assignor in favor of or assigned to and held by Assignee or pursuant to applicable law or otherwise, Assignee or its successor or designee shall have all rights and benefits under the Agreement, including, without limitation, any and all rights to indemnification and guarantee, without modifying or discharging any of the Obligations. Upon the occurrence of any such default or event of default, Assignor agrees to execute any and all documents requested by Assignee in its sole discretion to enable Assignee to exercise all of the rights of Assignor under the Agreements. The specified remedies to which the Assignee may resort under the terms of this Assignment are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Assignee may be lawfully entitled in case of any breach or threatened breach by the Assignor of any provision hereof or of any of the Obligations. Nothing contained in this Assignment and no act or action taken or done by the Assignee pursuant to the powers and rights granted it hereunder or under any instrument collateral hereto shall be deemed to be a waiver by the Assignee of any of its rights and remedies against the Assignor in connection with, or in respect of, any of the Obligations of the Assignor to the Assignee. The right of the Assignee to collect and enforce collection of the Obligations and to enforce any security and collateral held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by the Assignee hereunder.

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- (h) Any monies or other proceeds under or in connection with the Agreement or received by the Assignor after the occurrence of a default described in paragraph (g) hereof shall not be commingled with any other property of the Assignor, but shall be segregated, held by the Assignor in trust for, and immediately delivered to, the Assignee for application to the payment of the Obligations.
- (i) Upon the payment and satisfaction in full of all of the Obligations and the termination of any commitment by the Assignee to make loans or other financial accommodations to or for the benefit of the Assignor or Gloria Vanderbilt Apparel Corp., this Assignment shall become null and void and of no further force or effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of the Assignee showing that any part of the Obligations remains unpaid or unsatisfied shall in the absence of manifest error be and constitute evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon.
- (j) The Assignee may take, or release, other security which it may hold for the payment of the Obligations, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction, or partial satisfaction, of such Obligations, without prejudice to any of its rights under this Assignment.
- (k) This Assignment shall inure to the benefit of the Assignee and their successors, assigns and designees, and shall be binding upon any subsequent owner of the Assignor's interest in and to the Agreements.
- (1) The Assignor covenants to execute and deliver to the Assignee, upon demand, such additional assurances, writings or other instruments as may be required by the Assignee to effectuate the purpose hereof. This instrument of assignment may not be changed orally and is to be governed by the local laws of the State of New York applicable to contracts executed and to be performed in such State.
- (m) The Assignor hereby designates and appoints Assignee and each of their designees or agents as

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TRADEMARK REEL: 1637 FRAME: 0774

attorney-in-fact of such Assignor irrevocably and with power of substitution, with authority, during the continuance of an event of default, to execute and deliver for and on behalf of the Assignor any and all instruments, documents, agreements and other writings necessary or advisable for the exercise on behalf of the Assignor of any rights, benefits or options created or existing under or pursuant to the Agreements; to endorse the name of the Assignor on its behalf on any and all notes, acceptances, checks, drafts, money orders, instruments or other evidences of collateral, that may come into Assignee's possession; to execute proofs of claim and loss; to execute endorsements, assignments or other instruments of conveyance and transfer; to adjust and compromise any claims under insurance policies or otherwise; to execute releases; and to do all other acts and things necessary and advisable in the discretion of Assignee to carry out and enforce this Assignment or the Obligations. All acts done by Assignee under the foregoing authorization are hereby ratified and approved and neither Assignee nor any designee or agent thereof shall be liable for any acts of commission or omission (other than acts committed or omitted through gross negligence or willful misconduct), for any error of judgment or mistake of facts or law. This power of attorney being coupled with an interest is irrevocable while any of the Obligations shall remain unpaid.

- (n) The chief executive office of Assignor and the office where Assignor keeps its books and records are at the address set forth under Assignor's signature below. The Assignor will not change its chief executive office or the office where its books and records are kept without at least twenty days prior written notice to Assignee.
- (o) If a default or event of default shall occur with respect to any of the Obligations, Assignee may, in their discretion, in their name or Assignor's or otherwise, notify the obligor under the Agreements to make payment to Assignee of all amounts due or to become due under the Agreement.
- (p) If a default or event of default shall occur with respect to any of the Obligations, Assignee may, in its discretion, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in

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TRADEMARK REEL: 1637 FRAME: 0775 exchange for the Agreements or either of them, or make any compromise or settlement deemed desirable by Assignee.

- (q) Assignor will pay Assignee for any sums, costs, and expenses which Assignee may pay or incur pursuant to the provisions of this Assignment or in negotiating, executing, perfecting, amending, defending, protecting or enforcing this Assignment or the security interest granted herein or in enforcing payment of the Obligations or otherwise in connection with the provisions hereof, including but not limited to court costs, collection charges, travel expenses, and reasonable attorneys' fees, all of which, together with interest at the highest rate then payable on any of the Obligations, shall be part of the Obligations and be payable on demand.
- (r) Assignor will not merge into or consolidate with any other person. Assignor will not change its corporate name without at least twenty days prior written notice to Assignee.
- (s) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the corporate power and authority to own its properties and to transact the business in which it is engaged.
- (t) Assignor has the corporate power and authority to execute and deliver, and to perform its obligations under, this Assignment, and has taken all necessary corporate action to authorize the execution, delivery and performance of this Assignment.
- (u) This Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms.
- (v) The execution, delivery and performance of this Assignment will not violate any law or regulation, or any order or decree of any court or governmental instrumentality, or any provision of the charter or by-laws of, or any securities issued by Assignor, and will not conflict with, or result in the breach of, or constitute a default under, any indenture, mortgage, deed of trust, agreement or other instrument to which

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Assignor is a party or by which it is bound, and will not result in the creation or imposition of any lien, charge or encumbrance upon any of the property of Assignor pursuant to the provisions of any of the foregoing.

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(w) Assignor agrees that any copy of this Assignment signed by Assignor and transmitted by telefax for delivery to Assignee shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed this 8th day of August. 1997.

G.V. Trademark Investments Ltd.

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(Title)

Address: c/o Gloria Vanderbilt

Apparel Corp. 50 Hartz Way

Secaucus, New Jersey

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Gloria Vanderbilt Trademark, B.V. as a party to the Agreements, hereby approves and consents to the foregoing collateral assignment by G.V. Trademark Investments Ltd. of its right, title and interest in and to, and benefits under the Agreement to NationsBanc Commercial Corporation and NationsBank, N.A. and agrees that, in accordance with the foregoing collateral assignment, all right, title and interest in and to, and benefits under, the Agreements, including without limitation rights of indemnification and rights under any guarantee, shall inure to the benefit of NationsBanc Commercial Corporation and NationsBank, N.A.

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Gloria Vanderbilt Trademark B.V. hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the State of New York and of any Federal Court located in such State in connection with any action or proceeding arising out of or relating to the Agreements.

Date: August 8, 1997

Gloria Vanderbilt Trademark B.V.

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RECORDED: 09/14/1997

TRADEMARK REEL: 1637 FRAME: 0779

GMAC COMMERCIAL CREDIT LLC

G.V. Trademark Investments Ltd.; and Gloria Vanderbilt Trademark B.V. (individually and collectively, "G.V. Trademark") Shiboleth, Yisraeli, Roberts, Zisman & Co. Empire State Building, 350 Fifth Ave., 60th Floor, New York, N.Y. 10118

As of April 8, 2002

By Fax: (212)563-7108

Jones Apparel Group, Inc. ("JAGI"); and Jones Investment Co. Inc. 250 Rittenhouse Circle Bristol, Pennsylvania 19007

Re: Gloria Vanderbilt Apparel Corp. ("Client")/ Client's contemplated transactions (collectively, the "Transactions") with Jones Apparel Group, Inc.

Gentlemen:

In connection with our factored Client's noted Transactions, which involve the sale of the Client's business operations to JAGI, GMAC Commercial Credit LLC ("GMACCC") anticipates having its outstanding investment in the Client's account paid in full (the "Investment Payment") at the closing thereof (although GMACCC will continue to act as Factor for the Client) and a certain letter agreement (the "GMACCC Investment Payment Letter") between the Client and GMACCC has been prepared for this purpose and is to be executed and delivered at such closing.

You have requested that GMACCC confirm to each of you by this letter certain matters with respect to the following documentation:

That certain "Assignment of Contracts as Collateral Security" dated August 8, 1997, executed and delivered by G.V. Trademark to GMACCC's predecessor-in-interest, NationsBanc Commercial Corporation and NationsBank, N.A. (the "Assignment");
 Those certain Uniform Commercial Code financing extractions and the GMACCC's area.

Those certain Uniform Commercial Code financing statements assigned to GMACCC's predecessor-in-interest, NationsBanc Commercial Corporation and NationsBank, N.A. on or about August 8, 1997, as per Exhibit A hereto (collectively, the "Assigned UCCs"); and

3. That certain guarantee made by G.V. Trademark Investments Ltd. in favor of GMACCC's predecessor-in-interest, NationsBanc Commercial Corporation and NationsBank, N.A. dated December 5, 1994 (the "Guarantee"; together with the Assignment and the Assigned UCCs, collectively, the G.V. Trademark Documentation").

Specifically, you have requested, that effective as of GMACCC's Investment Payment Date (as defined in the Investment Payoff Letter), GMACC confirm to each of you that: (a) all of the G.V. Trademark Documentation shall be simultaneously be terminated and of no further force or effect; (b) to the extent that the Assignment and/or UCCs are of public record, GMACCC will take such steps as may be reasonably necessary in order to terminate the same, at the Client's expense and in order to remove these from the public record; and (c) that GMACCC will also take such further steps and execute and deliver such additional documentation, at the Client's expense, as may be requested from time to time by G.V. Trademark and/or JAGI in order to effectuate the foregoing matters.. GMACCC hereby confirms its agreement to comply with the foregoing, effective upon the Investment Payment Date.

Very truly yours,

GMAC COMMERCIAL CREDIT LLC

ide: Senior Vice President

1290 Avenue of the Americas New York, New York 10104 212-884-7000

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	partment (800) 221-0102	•			
B. SEND ACKNOWLED	OGMENT TO: (Name and Address)				
<u> </u>					
National C	Corporate Research, Ltd.				
225 West	34th Street, Suite 910				
New York,	NY 10122				
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18. ORGANIZATION'S	NAME				
OR 16. INDIVIDUAL'S LAS	derbilt Trademarks, B.V			•	
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SECUPED BARTY	DEBTOR				Nov
3a. ORGANIZATION'S N	S NAME (or NAME of YOTAL ASSIGNEE of ASSIGNOR	S/P) - insert only one secured party name (3a or 3t	o)		
GMAC Com	mercial Credit LLC				
R 36. INDIVIDUAL'S LAST		FIRSTNAME			
		. IN STRAIGE	MIDDLE	IAME	SUFFIX
c. MAILING ADDRESS		CITY			
1290 Avenue of	f the Americas	New York		POSTAL CODE	COUNTRY
	ENT covers the following collateral:	1.300 TOIK	NY	10104	USA
All right, title and wherever located trademarks, trade service marks har acquired, all right	interest of Debtor, whether now owned, any and all of Debtor's United States, anames, trade styles service marks, prove appeared or appear, designs and go, title and interest of Debtor therein and	Canadian, Australian, Brazilian, N ints and labels on which said trade eneral intangibles of like nature, no I thereto, and all registrations and	lew Zealan emarks, trac ow existing recordings	 d. Puerto Rican and de names, trade st or hereafter adopte thereof. 	d other yles and ed or
Debtor is not auth Secured Party's v	norized to grant a security interest in ac written consent.	counts or sell accounts to anyone	other than	Secured Party with	nout
This initial financia	ng statement is being filed to continue	the following financing statements	that remain	n effective:	
Filed on 8/20/199	7 as file #175159 filed with Secretary of 7 as file #97PN37270 filed with City Re 7 as file #1787742 filed with Secretary	enister New York New York			
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A NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address) Intercounty Clearance Corp 440 Ninth Avenue New York, NY 10001 11933 NY NEW YORK County Clerk THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1a. INITIAL FINANCING STATEMENT FILE # 97PN37270 tb. This FINANCING STATEMENT AMENDMENT is 08/20/1997 to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. 2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement Is continued for the additional period provided by applicable law. 4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9. 5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. CHANGE name and/or address: Give current record name in item 6a or 6b; elso give new name.(if.name.change).in.item.7a or 7b and/or new address (if.address.change) in item.7c 6. CURRENT RECORD INFORMATION: 6a. ORGANIZATION'S NAME OR 66. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 7. CHANGED (NEW) OR ADDED INFORMATION: 7a. ORGANIZATION'S NAME 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME 7c. MAILING ADDRESS STATE POSTAL CODE COUNTRY 7d. TAX ID #: SSN OR EIN ADD'L INFO RE 7e. TYPE OF ORGANIZATION ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any DEBTOR NONE 8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned. 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here 🔲 and enter name of DEBTOR authorizing this Amendment. a. ORGANIZATION'S NAME GMAC Commercial Credit LLC OR 96. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 10 OPTIONAL FILER REFERENCE DATA 0000128582 D Debtor: GLORIA VANDERBILT TRADEMARKS, B.V.

— NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Print/Layout by: INTERCOUNTY CLEARANCE

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UCC FINANCING STATEMENT				
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A. NAME & PHONE OF CONTACT AT FILER [optional] UCC Filling Department (800) 221-0102				
B. SEND ACKNOWLEDGMENT TO: (Name and Address)				
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National Corporate Research, Ltd.	<u> </u>			
225 West 34th Street, Suite 910				
New York, NY 10122				
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a DEBANZATIONS NAME	THE ABOVE SP	ACE IS FO	R FILING OFFICE USE	ONLY
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G.V. Trademark Investments Ltd. c/o Gloria Va				
IN THURSE S CAST MAME	FIRST NAME	MIDDLE N	AME	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
45 Fernwood Avenue, Raritan Center	Edison	NJ	08818	COONTRY
1d. TAX ID #: SSN OR EIN ADD'L INFO RE 1c. TYPE OF ORGANIZATION ORGANIZATION DEBTOR Corporation	11. JURISDICTION OF ORGANIZATION	1g. ORGA	NIZATIONAL ID #, if any	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one de	District to Columbia			NONE
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OR 25. INDIVIDUAL'S LAST NAME			-	
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2c. MAILING ADDRESS	ary	STATE	POSTAL CODE	00111170
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3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR.				NONE
38. ONGARIZATION STRAME				
NationsBank, N.A. / NationsBanc Commercial (
SU INDIVIDUAL S LAST NAME	FIRST NAME	MIDDLE N	AME	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	- 10011115
P.O. Box 4095	Atlanta	GA	30302	COUNTRY
This FINANCING STATEMENT covers the following collateral: All right, title and interest of the Debtor in and to, all beneated the properties with the contracts made in the contracts made in the contracts of the properties.	efits of the Debtor under, and all mor	nies due		to the
Debtor under or in connection with, the contracts more p	articularly described as follows:			
 Promissory Note dated August 8, 1997 in the principal Netherlands") 	amount of 49,000,000 from Gloria	√anderbi	lt Trademark, B.V.	("GV
2. Security Agreement-Trademarks dated August 8, 199	7 from GV Netherlands to the Debto	ŕ.		
3. Fledge of intangibles dated August 8, 1997 from GV N	Netherlands to the Debtor.			
and under any and all additions, amendments, supplement				
This initial financing statement is being filed to continue to	he following financing statements th	at remair	n effective:	
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. CONTINUATION: Effectiveness of the Financing Statement identified about continued for the additional period provided by applicable law.	ove with respect	to security interest(s) of the Secu	red Party a	ulhórizing this Continual	ion Statement is
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INTERCOUNTY CLEARANCE
440 9th Avenue, New York, NY
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c/o Gloria Vanderbitl Apparel Corp.					
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INTERCOUNTY CLEARANCE 440 9th Avenue, New York, NY

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NY, NEW YORK County Clerk	ii	SPACE IS FOR FILING OFFICE US	EONLY
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4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b a	nd address of assignee in item 7c; and also give name	o of assignor in item 9	
5. AMENDMENT (PARTY INFORMATION): This Amendment affects	Debtor or Secured Party of record. Check only		
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9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS A	MENDMENT (name of assignor, if this is an Assignor	nent). If this is an Amendment authorized	hy a Dahlor which
adds collateral or adds the authorizing Debtor, or if this is a Termination authorizing ORGANIZATION'S NAME	ed by a Debtor, check here and enter name of DE	EBTOR authorizing this Amendment.	of a partity March
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OR 96. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
10, OPTIONAL FILER REFERENCE DATA			
0000128589 Debtor: G.V. Trademark Investments Ltd. c/o Gloria Vanderbilt Apparel Corp.			

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RECORDED: 06/12/2009